

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Artpearl Holdings Pty Ltd ATF Linear Architectural Systems Unit Trust T/A Linear Architectural Systems and Aerostone and its successors and assigns ("the Contractor") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply Materials and/or Works to

("the Client") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to the Contractor of all monies which are now owing to the Contractor by the Client and all further sums of money from time to time owing to the Contractor by the Client in respect of Materials and Works supplied or to be supplied by the Contractor to the Client or any other liability of the Client to the Contractor, and the due observance and performance by the Client of all its obligations contained or implied in any contract with the Contractor, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to the Contractor the Guarantor will immediately on demand pay the relevant amount to the Contractor. In consideration of the Contractor agreeing to supply the Materials to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Contractor registering any interest so charged. The Guarantor irrevocably appoints the Contractor and each director of the Contractor as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Contractor may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** the Contractor on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Contractor in connection with:
 - (a) the supply of Materials and/or Works to the Client; or
 - (b) the recovery of monies owing to the Contractor by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to the Contractor's nominees contract default fee and legal costs; or
 - (c) monies paid by the Contractor with the Client's consent in settlement of a dispute that arises or results from a dispute between, the Contractor, the Client, and a third party or any combination thereof, over the supply of Materials and/or Works by the Contractor to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read and understood the Contractor's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Contractor by the Client and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Contractor's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to the Contractor, each Guarantor shall be a principal debtor and liable to the Contractor accordingly.
6. If any payment received or recovered by the Contractor is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Contractor shall each be restored to the position in which they would have been had no such payment been made.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to the Contractor.**
9. I/we irrevocably authorise the Contractor to obtain from any person or company any information which the Contractor may require for credit reference purposes. I/We further irrevocably authorise the Contractor to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Contractor as a result of this Guarantee and Indemnity being actioned by the Contractor.
10. The above information is to be used by the Contractor for all purposes in connection with the Contractor considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1		
SIGNED: _____		
FULL NAME: _____		
HOME ADDRESS: _____		
DATE OF BIRTH: _____		
SIGNATURE OF WITNESS: _____		
NAME OF WITNESS: _____		
OCCUPATION: _____		
PRESENT ADDRESS: _____		
EXECUTED as a Deed this day of 20____		

GUARANTOR-2		
SIGNED: _____		
FULL NAME: _____		
HOME ADDRESS: _____		
DATE OF BIRTH: _____		
SIGNATURE OF WITNESS: _____		
NAME OF WITNESS: _____		
OCCUPATION: _____		
PRESENT ADDRESS: _____		
EXECUTED as a Deed this day of 20____		

Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT