

## ◀ DEED OF GUARANTEE AND INDEMNITY ▶

TO: **BRADFLO PTY LIMITED**  
ABN 54 152 437 137  
20 Garland Avenue, Albury NSW 2640  
(BRADFLO)



Integrated ducting and diffusion systems

At the request of the Customer and in consideration of BRADFLO agreeing from time to time to sell or continue to sell to

.....  
(hereinafter called the Customer)

.....  
(whose registered address is)

such goods as the Customer may require upon such terms and conditions as to payment or otherwise as may from time to time be agreed upon between the Customer and BRADFLO, I/we (including my/our personal representatives) do hereby covenant and agree with BRADFLO that:-

1. I/we, the persons or entities named below (**Guarantor**) will be jointly with the Customer and each of us severally liable to BRADFLO upon demand by BRADFLO to me/us for the due payment of all goods sold by BRADFLO to the Customer and for the due performance and observance of all of the Customer's obligations under the terms and conditions of trade annexed to this Guarantee and Indemnity (as amended or replaced from time to time) (**Terms and Conditions**).
2. I/We acknowledge that any credit limit BRADFLO grants or applies to the Customer is at BRADFLO'S discretion and will not limit my/our liability to BRADFLO.
3. I/we agree to indemnify BRADFLO and keep BRADFLO indemnified from and against any default in the due performance and observance by the Customer of its obligations to BRADFLO pursuant to the Terms and Conditions and from and against any loss, liability or expense in respect thereof or arising therefrom.
4. The Guarantor's obligations under this Guarantee and Indemnity continue notwithstanding any change in the Customer's obligations as a result of any amendment, supplement, renewal or replacement of the Terms and Conditions or any other agreement or arrangement between BRADFLO and the Customer, or the occurrence of any other thing. To the extent permitted by law, this clause applies regardless of whether the Guarantor is aware of or has consented to, or is given notice of, any such amendment, supplement, renewal or replacement, or of the occurrence of any other thing, and irrespective of any rule of law or equity to the contrary.
5. The Guarantor's obligations and BRADFLO rights under this Guarantee and Indemnity are not avoided, released, discharged or otherwise affected by BRADFLO making any variation or alteration to the Terms and Conditions (whether or not with the consent of or notice to the Guarantor or any other person).
6. This Guarantee and Indemnity is a continuing Guarantee and Indemnity and remains in operation while BRADFLO continues to supply goods to the Customer, and while the Customer owes any money to BRADFLO, notwithstanding that the Customer's account may at any time and from time to time have a zero balance.
7. The Guarantee and Indemnity contained herein shall be and is a principal obligation between me/us and BRADFLO.
8. A certificate by any director, secretary, authorised representative or agent of BRADFLO of the amount owed to BRADFLO by the Customer is conclusive evidence of the amount owing by me/us to BRADFLO in the absence of any gross error or miscalculation.
9. I/We consent to BRADFLO making any enquiries it deems necessary to investigate my/our creditworthiness, including, but not limited to, making enquiries with my/our bankers, any credit provider or any credit reporting agency (**Credit Sources**). I/We authorise the Credit Sources to disclose anything concerning me/us which is in their possession, and I/we authorise BRADFLO to disclose any information it has concerning me/us to the Credit Sources. I/We have read and understood BRADFLO Privacy Policy which is annexed to this Guarantee and Indemnity and by signing this Guarantee and Indemnity I/we agree to the terms thereof.

10. If more than one guarantor is named or intended to sign this Guarantee and Indemnity as a guarantor, we each agree to be bound and liable for the full amount owed to BRADFLO, even if we are the only one who signs this Guarantee and Indemnity. To the extent permitted by law, BRADFLO may make any arrangement or compromise with any Guarantor, obtain additional guarantees, indemnities or securities from any Guarantor, or release or compromise with any Guarantor without affecting each other Guarantor's liability to BRADFLO.
11. If for any reason a term of this Guarantee and Indemnity is deemed to be void or ineffective, that term may be severed from this Guarantee and Indemnity, and the remaining provisions of this Guarantee and Indemnity will continue in full force and effect.
12. I/We agree that this Guarantee and Indemnity and any claim or dispute between BRADFLO and any Guarantor shall be governed by the law applicable in the State of South Australia and heard in the appropriate court nearest Adelaide.
13. If the Customer is a company, I/We warrant that the Guarantors are all of the directors of the Customer.
14. I/We have read and understood this Guarantee and Indemnity, and have been advised by BRADFLO to obtain independent legal advice before signing this Guarantee and Indemnity.

Dated this.....day of.....20.....

**Executed as a deed poll in acknowledgement and acceptance of the above conditions by the said Guarantor(s)**

**NB: THIS DOCUMENT IMPOSES PERSONAL FINANCIAL OBLIGATIONS.  
GUARANTORS SHOULD OBTAIN INDEPENDENT LEGAL AND FINANCIAL ADVICE BEFORE SIGNING.**

**DIRECTORS (if Customer is a company) , PARTNERS AND INDIVIDUAL GUARANTOR(S) AS REQUIRED**

Name of Guarantor  
(signed) .....(print) .....(date) ...../...../.....

Address of  
Guarantor.....

In the Presence of  
(signed) .....(print) .....(date) ...../...../.....

Address of  
Witness.....

Name of Guarantor  
(signed) .....(print) .....(date) ...../...../.....

Address of Guarantor.....

In the Presence of  
(signed) .....(print) .....(date) ...../...../.....

Address of  
Witness.....

**COMPANY GUARANTOR**

I/We hereby confirm that this document has been signed in accordance with the company's constitution

Signed (signed)..... Director (date) ...../...../.....

(print name) .....

Signed (signed)..... Director / Secretary (date)...../...../.....

(print name) .....

Guarantor Company (Name)..... ABN.....

Registered Head Office (Address)..... Postcode.....