



GUARANTEE AND INDEMNITY

To: VIC MIX PTY LTD (hereinafter referred to as "The Supplier").

In consideration of the Supplier, at the request of the Guarantor/s (named in the Schedule on page 2), agreeing to supply or continuing to supply goods or services to the Applicant (named in the Schedule below) referred to as the Customer herein ("Customer"); and/or providing credit to the Customer; or grant an indulgence outside the Supplier's agreed credit terms:

The Guarantor/s hereby jointly and severally:

1. Guarantee to the Supplier the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer to the Supplier, in respect of the goods sold or services supplied by the Supplier to the Customer whether pursuant to the Terms and Conditions of supply or otherwise and any other sums whether actual, contingent or otherwise sounding in damages in respect of the supply or in respect of the goods or services supplied to the Customer (hereinafter collectively called "guaranteed money").
2. As a separate severable and additional covenant and obligation to indemnify and keep indemnified the Supplier from and against all loss or damage, costs (including legal costs on an indemnity basis), charges and expenses whatsoever that the Supplier may suffer or incur in relation to the supply of goods or services to the Customer and/or breach of the Terms and Conditions of supply and further covenants that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Acknowledges and agrees as follows:
 - (a) The guarantee hereby given is a continuing guarantee and the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to the Supplier other than the payment to and acceptance by the Supplier of the whole of the guaranteed money.
 - (b) Notwithstanding that as between the Guarantor and the Customer the position of the Guarantor is that of surety only nevertheless as between the Guarantor and the Supplier, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
 - (c) This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by the Supplier notwithstanding:
 - (i) that no steps or proceedings have been taken against the Customer;
 - (ii) any indulgence or extension of time granted by the Supplier to the Customer;
 - (iii) the death or bankruptcy or winding up or composition, or company arrangement or Deed of Company arrangement of the Customer;
 - (iv) that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer;
 - (v) that further credit or supply to the Customer is declined;
 - (vi) any variation, modification or novation of the Terms and Conditions of supply or the obligations of the Customer with the Supplier;
 - (vii) the Suppliers act, neglect, omission, delay or default by which the whole or part of the liability of any guarantee or any part of the liabilities guaranteed would but for this provisions have been effected or discharged;
 - (viii) that any guarantor has sought to withdraw or cancel this guarantee and indemnity and shall remain to be in force until all of the guaranteed money is paid and sum indemnified is paid.
 - (ix) the release of the Customer or one or more of the Guarantors by operation of law or otherwise.
 - (d) The Guarantor will not compete with the Supplier for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
 - (e) That any payment made to Supplier and later is avoided by the application of any law or legislation shall be deemed not to discharge the guarantor's liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
4. The Guarantor hereby acknowledges having given its consent to the Supplier to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of the Supplier assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Customer.
5. The term "Supplier" includes its successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors. The term "Terms and Conditions" in this deed means the Terms and Conditions between the Supplier and Customer.
6. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several.
7. The Guarantor hereby CHARGES (and where this guarantee is executed by more than one person jointly and severally charge) as legal and beneficial owner all freehold and leasehold in land which the Guarantor now has or may acquire whether solely, as joint tenant or as tenant in common, with all monies which may become or are due and payable to the Supplier by the Customer pursuant to this Deed. The Guarantor acknowledges that the Supplier may lodge a Caveat against any dealings in real property in any titles office and that the Supplier may rely upon any of the rights available to it pursuant to the Property Law Act (1958) (Vic). The Guarantor further agrees and undertakes not to object to the lodging of any Caveat by the Supplier and agrees not to take any steps to remove the said Caveat.
8. It is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution thereto and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.

9. If any provision of this deed is, void, voidable by a party, unenforceable, or illegal, it is to be read down so as to be valid and enforceable or, if it can not be read down, the provision is or, where possible, the offending words are to be severed from this deed without affecting the validity or enforceability of the remaining provisions (or parts of those provisions) of this deed.
- 10 This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of Victoria in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of Victoria in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.

SCHEDULE

DATED:

APPLICANT:

Name in print

(the "Customer")

GUARANTOR/S:

Name in print

Name in print

GUARANTOR/S:

Name in print

Name in print

EXECUTION OF GUARANTEE AND INDEMNITY

SIGNED, SEALED & DELIVERED by

Print name of Guarantor

Address of Guarantor

Signature of Guarantor

IN THE PRESENCE OF:

Witness

DATED:

Residential address of Witness

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Print name of Guarantor

Address of Guarantor

Signature of Guarantor

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Witness

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