

CONFIDENTIAL



**1135 Toorak Rd
Camberwell
VIC 3124
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Global Eco & Environmental Solutions
ABN: 32 105 018 380

TO Global Eco & Environmental Solutions 1135 Toorak Rd, Camberwell, VIC 3124 ACN: ("Supplier")

In consideration of the Supplier at the request of

(Name) _____ of (Address) _____

(Name) _____ of (Address) _____

as the Guarantor ("Guarantor") agreeing to

- supply or continue to supply goods to ("Customer"), or
- provide credit to the Customer; or
- grant an indulgence outside the Supplier's agreed credit terms,

The Guarantor hereby:

1. Agrees to 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, in respect of the cost of goods supplied by the Supplier to the Customer and any other sums payable by the Customer to the Supplier pursuant to the Supplier's Terms and Conditions of Trade (hereinafter collectively called "guaranteed money").
2. Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified the Supplier from and against all losses, costs, charges and expenses whatsoever that the Supplier may suffer or incur in relation to the supply of goods to the Customer and further agrees 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. Covenants, acknowledges and agrees as follows:
 - (a) The Guarantee hereby given is a continuing guarantee, 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.
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.
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.

- (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 of the Customer;
 - (iv) that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer.
- (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.

Executed as a Deed

Dated:

Signed Sealed and Delivered)
 By.....)
 In the presence of)

Signed Sealed and Delivered)
 By)
 In the presence of)

.....
 Witness

.....
 Witness