

DEED OF GUARANTEE INDEMNITY and CHARGE

IN CONSIDERATION of PERI Australia Pty Limited (ABN 85 078 003 568) ("PERI"), NZ company No: 4854169 at my/our request, agreeing to provide and/or continuing to provide credit facilities to

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(name of Customer company, Co No/NZ Business No. and trading name) ("the Customer")

for the hire and/or sale of goods or equipment and/or services from time to time, I/we HEREBY AGREE, (and if more than one, jointly and severally) with PERI as follows:

1. To unconditionally guarantee to PERI the payment by the Customer of all moneys which are now payable or may in the future become payable by the Customer to PERI notwithstanding that I/we shall not have notice of any neglect or omission on the Customer's part to pay for such goods and/or equipment and/or services. This guarantee shall not be affected or discharged by any change in relationship that may now or hereafter exist between the Customer and myself/ ourselves.
2. To unconditionally indemnify PERI, as a separate independent and principal obligation, against all claims and proceedings and all liability, loss and damage (whether or not arising from any negligence of the Customer and including, without limitation, legal costs and expenses on an indemnity basis) that PERI may suffer or incur because of any failure by the Customer to make any payment or to perform any other obligation to PERI, or because the Customer's payments or other obligations are not fully enforceable against or recoverable from the Customer or any of us for any reason.
3. This guarantee and indemnity shall be a continuing guarantee and indemnity to PERI for the whole of the Customer's indebtedness or liability to PERI in respect of goods or equipment and/or hiring charges and/or services supplied or to be supplied to the Customer as aforesaid or upon any other account however or whenever arising.
4. PERI shall be at liberty without discharging me/us from liability hereunder to grant time or other indulgence to the Customer or any co-guarantor in respect of goods or equipment and/or hiring charges and/or services supplied by PERI to the Customer as aforesaid and to accept payment from the Customer in cash or by means of negotiable instrument and to treat the Customer in all respects as though I/we were jointly liable with it as debtor/s to PERI. In order to give full effect to the provisions of this guarantee I/we HEREBY WAIVE and each of us HEREBY WAIVES all rights inconsistent with such provisions and which I/we might otherwise as sureties be entitled to claim.
5. PERI may at any time or times at its discretion and without giving any notice whatsoever to me/us refuse further credit or hire or supply of goods or equipment and/or services to the Customer and grant to the Customer any indulgence or to any drawers acceptors or endorsers of bills of exchange, promissory notes or other securities received by PERI from the Customer or on which the Customer may be liable to PERI at any time or other indulgences and compound with the Customer or them respectively without discharging or impairing my/our liability under this guarantee.
6. I/we charge in PERI's favour all of our estate and interest in any land in which I/we now have any legal or beneficial interest and any land in which I/we later acquire any such interest and any other asset or trust asset such charge to secure our obligations under this guarantee and we hereby undertake and agree as a separate obligation under this guarantee and indemnity to execute a registrable mortgage over any such real property now held or acquired by us in the future and upon request by PERI.
7. This guarantee and indemnity shall be enforceable against me/ us jointly and each of us severally notwithstanding that any negotiable instrument or other securities referred to herein or to which it shall relate or be appropriate shall at the time of proceedings being taken against me/us or either of us by this guarantee and indemnity be outstanding, and is expressly declared that notwithstanding the fact that this instrument or guarantee may be intended or expressed to be executed and given more by more than one person the same shall, in fact, be valid and an effectual instrument of guarantee and indemnity binding against such person or persons as shall execute the same forthwith upon their execution 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.
8. I/We indemnify PERI against all losses it sustains whatsoever as a result of any past, present or future dealing PERI have with the Customer or any of us.

9. It is hereby further agreed that a statement in writing signed by the Credit Manager or Director of PERI certifying the amount of moneys due or owing by the customer to PERI at the date mentioned in any such statement shall be prima facie evidence of the amount so due or owing and covered by this guarantee and indemnity.
10. No change in the constitution of the Customer (if applicable) shall effect, impair or discharge my / our liability under this guarantee and indemnity whether past, present or future.
11. Any dividends or other payments received by PERI on behalf of the Customer in consequence of any bankruptcy or other administration of the Customer's estates in lieu thereof under the Bankruptcy Act (as amended) or under any winding up, deed of company arrangement or scheme of arrangement or act in substitution thereof applicable to the Customer or otherwise shall be taken and applied as payments in gross and my/our right to be subrogated to PERI shall not arise until PERI shall have received the full amount of all claims against the Customer and this guarantee shall be a security to PERI for the payment of any ultimate balance that may remain due to PERI in respect of goods or equipment and/or hire charges and/or services supplied to the Customer. I / We undertake that we will not prove in the insolvency of the Customer for any amount owing by the Customer to any of us other than upon the basis that I/we will irrevocably direct that the payments or the proceeds of any such proof of debt be paid to PERI.
12. In the event of any payment of money paid to PERI by or on behalf of the Customer or by or on behalf of any of us being or becoming void, voidable or unenforceable by any statutory provision or otherwise I/we agree that our liability shall be deemed not to have been discharged in respect of such payment and PERI will have the same rights and remedies against me/us as if that money had not been paid or those transactions had not occurred.
13. I/We agree that no set offs or deductions are permissible by me/us concerning the Customer's obligations.
14. I/we IRREVOCABLY AUTHORISES PERI and its servants and agents to make such enquiries from time to time as PERI may deem necessary, to obtain information, including personal information, credit information, sensitive information and any property, business and/or solvency information, ("information") about me/us and/or to investigate the creditworthiness of me/us. PERI may obtain the information by making inquiries with persons nominated as trade references, bankers of the Customer, any *other* credit provider, any credit reporting agency, any land titles office, the ASIC, ITSA and/or any similar body and/or related information service ("the Sources"). I/we IRREVOCABLY AUTHORISES the Sources to disclose the information to Peri which is in the Sources possession. I/we AGREEs and AUTHORISEs PERI to use and disclose the information (even for a secondary purpose) to any *other* credit provider, any credit reporting agency, trade insurer, debt collector, any source, an overseas recipient and/or any similar body and/or related information service any interested person (subject *only* to any obligations PERI may have under the Privacy Act 1988 (Cth)). The terms used in this clause and which are defined in the Privacy Act 1998 have the same meaning. Should any of these Privacy clauses or part thereof be illegal, unenforceable, void, voidable or invalid then such clause or part thereof shall be treated as removed from these Privacy clauses.
15. I/We hereby authorise you to undertake credit checks and reports of me/us to assess my/our credit, from both a commercial and consumer perspective.
16. I/we agree that this guarantee and indemnity shall be governed by the laws of the State or Territory nominated by PERI, in its total discretion, or failing any nomination the laws of the State of New South Wales in force for the time being and from time to time, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the Courts of the State or Territory nominated or failing nomination the Courts of the State of New South Wales in respect of claims, proceedings and matters arising out of or in respect of this guarantee and indemnity.
17. I/We agree to pay to PERI all legal costs (on an indemnity basis) incurred by PERI in respect of any proceedings for enforcement under this guarantee and indemnity.
18. I/we have read and understood this guarantee and indemnity and the "Conditions of Sale and Hire" by PERI before signing this guarantee and indemnity.
19. This guarantee and indemnity shall not be avoided, released or effected by PERI making any variation or alteration in the terms of any agreement made with or to be made with the Customer.
20. This guarantee and indemnity shall be revocable at any time as to further transactions by one months notice in writing given to PERI or PERI's duly authorised agent by the guarantor or in the case of death by the guarantor's personal representative.

21. Personal Property Securities Act 2009 (Cth) ("the Act")
- 21.1 The Guarantor agrees that nothing in sections 125, 132(3)(d), 132(4), 135, 142 or 143 of the Act will apply to this guarantee and indemnity between the Guarantor and PERI, or the security under this guarantee and indemnity.
- 21.2 The Guarantor agrees to waive its right to do any of the following or to receive any of the following notices or for PERI to carry out the following obligations under the following provisions of the Act:
- (a) Receive notice of removal of an accession under section 95;
 - (b) Receive notice of a decision, under paragraph 117(2)(b), to enforce the security interest in the personal property in the same way as the interest in the land may be enforced under the land law under section 118.
 - (c) Receive notice of any action to be taken in accordance with subsection 120(2) under section 121(4);
 - (d) Receive notice of intention to seize collateral under section 123;
 - (e) Receive notice of disposal of collateral under section 130;
 - (f) Receive a statement of account if there is disposal of collateral under section 132(3)(d);
 - (g) Receive every six months statements of account until there is disposal of collateral under section 132(4);
 - (h) Receive notice of retention of collateral under section 135;
 - (i) Receive notice to receive a verification statement in relation to registration events under section 157.
- 21.3 The Guarantor and PERI also contract out of each other provision of Part 4.3 of the Act, under sections 115(7) and 116(2), but only to the extent that the provision impose obligations on PERI.
- 21.4 The Guarantor and PERI agree that neither the Guarantor nor PERI will disclose information of the kind mentioned in section 275(1).
22. The Guarantor grants a security interest to PERI in all of its present and after acquired property and in all of its present and future rights in relation to any personal property as defined in the Personal Property Securities Act 2009.
23. Service of any notice, demands, proceedings, summonses, suits or actions (collectively called "process") upon any guarantor herein may be effected by the PERI or its solicitors sending such process by prepaid post to the guarantor's address as disclosed herein or to the last disclosed address of the guarantor in any company search or business name search. Service shall be deemed to have been effected two business days after the posting of the process.
- 24 . PERI may assign the benefit of this guarantee and indemnity without the consent of the guarantor/s.

Executed as a Deed.

SIGNED SEALED AND DELIVERED by the said)

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(**Print** name of guarantor) & (address of guarantor))

On the / /20 in the presence of)

(signature of Guarantor) (in case of company,
signature of all directors plus Company seal)

Witness

Print name of witness

Address of witness

Executed as a Deed.

SIGNED SEALED AND DELIVERED by the said)

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