

## GUARANTEE AND INDEMNITY

TO: Blue Connections Pty Ltd  
(hereinafter called "Blue Connections")

IN CONSIDERATION of Blue Connections agreeing to sell and supply products on credit to the withinnamed Customer (hereinafter called "the Customer") each Guarantor named in the Schedule unconditionally and irrevocably GUARANTEES to Blue Connections the due and punctual payment of all debts and monetary liabilities including without limitation sums of money, interest, costs, damages, charges and expenses which are, or which may become payable by the Customer to Blue Connections on any account and in any capacity ('the Guaranteed Moneys') and, as a separate and independent obligation, agrees to indemnify and keep Blue Connections indemnified from and against any claim, action, loss, damage, cost, expense, outgoing or payment suffered, paid or incurred by Blue Connections in relation to the non payment or non recovery of the Guaranteed Moneys.

THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES that this Guarantee and Indemnity ('the Guarantee') is given upon and subject to the following conditions:-

- A. THAT in the event of the Customer failing to pay Blue Connections any Guaranteed Moneys the Guarantor will immediately pay such monies to Blue Connections.
- B. THAT in the event of the Customer failing to carry out or perform any of its obligations the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Customer (in lieu of being merely a surety for it) for the payment of the Guaranteed Moneys and it shall not be necessary for Blue Connections to make any claim or demand on or to take any action or proceedings against the Customer before calling on the Guarantor to pay the Guaranteed Moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by Blue Connections to the Customer shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to Blue Connections have been paid and all obligations have been performed.
- E. THAT the Guarantor must pay to Blue Connections all expenses and legal costs (on a solicitor –own client basis) that Blue Connections incurs in enforcing this Guarantee.
- F. THAT all payments which the Guarantor is required to make under this Guarantee must be made without any set-off, counterclaim, condition or deduction.
- G. THAT a certificate issued by Blue Connections stating the amount of any Guaranteed Moneys owing by the Customer or the Guarantor shall be conclusive evidence of such amounts owing by the Customer or the Guarantor.
- H. THAT until Blue Connections has received one hundred cents in the dollar in respect of the Guaranteed Moneys, the Guarantor agrees that in the event of any bankruptcy or other administration of the Customer or any winding up or scheme of arrangement of the Customer, the Guarantor will not without the prior consent of Blue Connections lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor on any account whatsoever nor enforce any security held by the Guarantor in respect of the Customer, and shall hold any such debt, liability or security and any rights or benefits in respect thereof on trust for Blue Connections.

- I. The Customer, the Guarantor will not without the prior consent of Blue Connections lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor on any account whatsoever nor enforce any security held by the Guarantor in respect of the Customer, and shall hold any such debt, liability or security and any rights or benefits in respect thereof on trust for Blue Connections.
- J. THAT this Guarantee shall be a continuing obligation of the Guarantor and that the Guarantor's obligations are principal obligations and are not released, discharged or otherwise affected by anything which but for this provision might have that effect, irrespective of any rule of law or equity to the contrary including but not limited to:
- (a) any arrangement with or release of the Customer or any other guarantor or person by Blue Connections or by operation of law, whether the consent of the Guarantor is obtained or notice given to the Guarantor or not, or any omission or delay on the part of Blue Connections;
  - (b) the fact that the Guaranteed Moneys or any part of those monies may cease to be payable by the Customer or any other guarantor;
  - (c) the failure of any other person named as a party to this Guarantee, including another guarantor, to execute this document;
  - (d) any claim the Customer or the Guarantor may have against Blue Connections;
  - (e) an increase in the Guaranteed Moneys;
  - (f) the fact that any credit was provided by Blue Connections to the Customer before this Guarantee was signed; or
  - (g) the granting of any time, waiver, credit, indulgence, concession to or composition with, release or discharge by novation of the Customer, any guarantor or any other person whatsoever by Blue Connections.

**SCHEDULE**

**Customer:** .....

**Guarantors:** .....

**Date:** .....

**EXECUTED BY THE SAID GUARANTORS AS A DEED**

SIGNED SEALED AND DELIVERED by )  
the said **GUARANTOR** in the presence of: )  
)

.....  
Witness

.....  
Name of Witness (Print)

SIGNED SEALED AND DELIVERED by )  
the said **GUARANTOR** in the presence of: )  
)

.....  
Witness

.....  
Name of Witness (Print)



ABN 71066 247 176

7 Bastow Place

Mulgrave 3170

Victoria Australia

Tel: +61 3 9560 0999

Fax: +61 3 9560 0099

blueconnections.com.au

# blue connections

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SIGNED SEALED AND DELIVERED by )  
the said **GUARANTOR** in the presence of: )  
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Witness

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Name of Witness (Print)

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ABN 71066 247 176

7 Bastow Place

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Victoria Australia

Tel: +61 3 9560 0999

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*"whatever it takes"*