



Deed of guarantee an indemnity (Guarantee)

In consideration of Nexus Construction Systems Pty Ltd (ABN 76 005 928 987) and its related bodies corporate (as defined by the Corporations Act 2001 (Cth)) (collectively referred to as **Nexus**) granting to the Customer (as named in the Credit Application) trade credit to purchase Goods or to hire Hire Equipment or for Nexus to provide Support Services to the Customer (as these terms are defined in the Terms of Trade) in accordance with the Credit Application and the Terms of Trade from time to time, the Guarantor(s) (as named below) and their respective successors and assigns (the **Guarantor(s)**) have agreed to provide this joint and several Guarantee.

Guarantor	
Name of Guarantor:	
Of:	
Date of Birth:	
Driver's Licence Number:	

Guarantor	
Name of Guarantor:	
Of:	
Date of Birth:	
Driver's Licence Number:	

A. Terms of the Guarantee

The Guarantor(s) hereby jointly and severally agree:

1. to guarantee payment to Nexus of all and performance of all obligations including any past, present and future indebtedness or obligations by the Customer or any of the Guarantor/s arising from any past, present or future dealing with Nexus;
2. that this is a continuing guarantee;
3. to indemnify Nexus against all loss or damage arising from any past, present or future dealing with the Customer or any of the Guarantor/s;
4. that the Guarantor/s' liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by Nexus or any grant to any of the guarantors of a release whether in whole or in part from any obligation contained in or implied by this guarantee and indemnity;
5. that the Guarantor/s' liability under this guarantee shall not be affected, waived or discharged by the Client entering into a Deed of Company Arrangement (**DOCA**) or by the Customer voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA;
6. that this Guarantee becomes binding on all of the Guarantors irrespective of whether or not all intended signatories execute this Guarantee;
7. that Nexus is entitled to recover against a Guarantor/s without having first taken steps to recover against the Customer and/or any other Guarantor/s;
8. that this Guarantee may not be unilaterally revoked by any of the Guarantor/s and remains in force until such time as the Guarantor/s receive written confirmation from Nexus that the Guarantor/s are released from their obligations and liabilities under this Guarantee;
9. that any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid;
10. that the Guarantor/s indemnify Nexus against losses or costs that it may suffer as a result of disgorging monies to a liquidator of the Customer; and
11. that the Guarantor/s sign in both their personal capacity and as Trustee/s of every Trust of which the Guarantor/s are Trustee/s and/or a beneficiaries.

B. Personal information



The Guarantor(s) acknowledge and give consent to:

1. Nexus making enquiries with any credit reporting agency, bank or other credit provider to obtain any information about any of the Guarantor's consumer or commercial credit or business history or credit worthiness for the purpose of assessing whether to accept the Guarantor/s as a guarantor for credit applied for by, or provided to the Customer; and
2. unless otherwise prevented by law, to collect from, store, use, disclose to or exchange with any credit reporting agency, bank or other credit provider, any guarantor, third party providers, solicitors, mercantile agents, insolvency administrators, insurers and insurance brokers for the purpose of Nexus assessing the Customer's Credit Application (including whether to accept the Guarantor/s), monitor the Customer's credit worthiness or assisting the Customer in avoiding defaulting and to assist Nexus with debt collection.

Nexus agrees that in dealing with information disclosed to it by the Guarantor/s pursuant to this Guarantee, the Nexus will deal with that information in accordance with the purposes set out in the Credit Application, Terms of Trade, the Australian Privacy Principles and the Privacy Act 1988 (Cth).

C. Legal advice

Each Guarantor acknowledges that:

1. it has sought advice if necessary as to the purpose, effect and consequences of and obligations created by this Guarantee from an independent solicitor or barrister; or
2. having had the opportunity to seek such advice, determined such advice was not necessary and that it understood the effect and consequences of and obligations created by this Guarantee, before executing this Guarantee; and
3. it enters into this Guarantee freely after considering such advice or electing not to obtain such advice.

DATED this _____ days of _____ 20__

EXECUTED BY GUARANTOR(S) AS A DEED by:

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Signature of Guarantor

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Signature of Witness

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Name of Guarantor (print)

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Name of Witness (print)

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Address

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Signature of Guarantor

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Signature of Witness

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Name of Guarantor (print)

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Name of Witness (print)

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Address