TERMS AND CONDITIONS OF SALE

Evolution Window Systems Pty Ltd

ABN 34 009 904 161

1. Order of Precedence

1.1 These terms and conditions shall apply and shall take precedence over any attachments referred to in any scope of works agreed and/or any other agreement entered into or agreed between the parties.

2. Role of Evolution

2.1 Evolution, where it performs the work, shall perform the Services with reasonable skill, care and diligence.

2.2 Where Evolution is only supplying materials, then, it will supply materials based on specifications or requests of the Client as agreed in writing and/or otherwise as agreed between the parties in writing.

2.3 Unless otherwise agreed in writing, Evolution may rely on and treat the Documentation and the directions provided by the Client as accurate and correct.

2.4 If Evolution becomes aware of any matters that will change the scope, character, quality, sequence or timing of the Services, then Evolution shall notify the Client of that matter.

2.5 Where Evolution considers that further work is required as a result of additional investigations carried out that were not reasonable or practical at the time of its quotation, and/or there is a change in any aspect of the work arising from any matter, fact or thing outside Evolution's control, then Evolution will be entitled to a variation in accordance with the provisions of this Agreement.

3. Role of the Client

3.1 The Client shall promptly provide Evolution with all Documentation and directions necessary to enable Evolution to provide the Services.

3.2 Unless otherwise agreed, the Client shall promptly obtain all access, approvals, authorities, licenses and permits necessary to enable Evolution to provide the Services.

3.3 The Client shall communicate with Evolution by and through the Client's Representative, who shall have authority to bind the Client in respect of all matters arising out of or in connection with the Agreement.

3.4 If the Client becomes aware of any matter that will change the scope, character, quality, sequence or timing of the Services, then the Client shall promptly notify Evolution of that matter in writing.

3.5 The Client shall cooperate with Evolution and shall not interfere with or obstruct the performance of the Services.

3.6 The Client shall ensure that no other contractor engaged by it, shall cause disruption, interference, damage or otherwise to the Services of Evolution.

3.7 It is acknowledged and agreed, that Evolution will accept no responsibility for any loss or damage arising as a result of the incorrect, false, inaccurate or unreliable information, Documentation or instruction supplied to it by or on behalf of the Client or any third party and the Client fully indemnifies Evolution and releases it from any Claim of any kind for any loss or damage arising in anyway.

4. Payment to Evolution for the Services

4.1 Unless agreed otherwise in writing, the Client will pay Evolution on the following bases, (subject to the type of engagement or Services, which if different from the below, will otherwise be agreed in writing):

4.1.1 60% is payable upon this Agreement being executed;
4.1.2 30% is payable when Evolution considers that 90% of the Services have been completed; and
4.1.3 10% balance is payable when Evolution considers the Services to be complete, which excludes any minor omissions or defects.

4.2 It is noted that the payment structure outlined at Clause 4.1 does not apply to trade account customers, who shall refer to the payment terms outlined in the credit / trade account terms.

4.3 Evolution is entitled to charge the Client interest at the rate of 10% per annum on any overdue payments from the due date for payment up to an including the date of payment.

4.4 The Client shall pay all costs and expenses (including, without limitation, legal costs on an indemnity basis) incurred by Evolution in pursuing any overdue payments.

4.5 If the Client disputes a portion of a progress claim submitted by Evolution, then the Client shall pay the undisputed portion to Evolution within 7 days of the issue of that claim and shall notify Evolution in writing of the reasons for disputing the remaining portion. Evolution may, but is not bound to, invoke the dispute resolution procedure in Clause 10 of this Agreement.

4.6 Alternatively, Evolution may elect to pursue its rights at law for recovery of any costs, expenses, loss and damage and reserves its rights accordingly.

4.7 If the performance of the Services is delayed by an act, omission or default of the Client or its employees, agents, consultants or contractors, or any third party, then the Client shall pay Evolution for the costs and expenses incurred by Evolution as a result of the delay.

4.8 If the Client varies the scope, character, quality, sequence or timing of the Services, then Evolution may vary the Fee accordingly for which the Client will be liable pursuant to Clause 7.

4.9 Where the nature of the Services, or if at any time, there is the requirement to employ any lifting devices, or equipment of any kind, then the costs of hire and any incidental costs associated with same is to be borne by the Client in full in addition to the Fee for the Services.

4.10 Unless agreed otherwise, where Evolution considers that an external consultant or contractor is required to enable Evolution to provide the Services, then Evolution may (with the approval of and as the agent of the Client) engage such a consultant or contractor on terms determined by Evolution.

4.11 The Client agrees and acknowledges that as the consultant or contractor is the agent of the Client, that the Client indemnifies Evolution against all liability arising from the engagement including, without limitation, fees, costs and liability to third parties.

4.12 If the approval is not obtained, then the Client may elect to so approve the engagement and be liable for all fees and charges applicable.

4.13 In the absence of approval by the Client, then it is the sole and absolute discretion of Evolution as to whether they will or can proceed with the Services and if so, on what terms.

4.14 Alternatively, if it is mutually agreed that Evolution engage the consultant or contractor as a sub-contractor to Evolution then Evolution will be entitled to an administration fee equal to 15% of the total cost of the consultant or contractor, in addition to the fees and charges agreed to be paid to Evolution for the Services.

4.15 Where, at any time, either prior to or following the engagement of Evolution for the Services, there has been an increase in the cost of materials, labour, equipment, or any part of the manufacturing or delivery supply chain, Evolution reserves the right to pass on those cost increases to the Client. That is, this Agreement and the Services and Fee are subject to rise and

fall and the Fee may vary to account for increases in any pricing or costs payable by Evolution for the Services.

4.16 The Client must upon executing this Agreement, procure for Evolution duly executed Deeds of Guarantee and Indemnity by INSERT NAME OF CLIENT in the form attached to these Special Conditions.

4.17 This clause 4 and the provision of the duly executed Deeds of Guarantee and Indemnity are essential terms of this Agreement.

5. Inspections

5.1 All inspections, unless otherwise agreed and noted in writing, carried out by Evolution are visual only.

5.2 The Client acknowledges and agrees that no invasive testing or other such investigations will be carried out by Evolution, but can upon request and on the basis that the scope and cost of same is agreed in writing between the Parties.

5.3 Evolution does not accept liability, howsoever arising, whether directly or indirectly arising from its inspection and/or arising from any information provided to it by another, or relied upon in providing any quotation, recommendations or the Services.

6. Limit of Service and Scope of Costs

6.1 The Services carried out by Evolution are limited to those expressly agreed in writing provided by Evolution to the Client (**the Quotation**).

6.2 The Client agrees and acknowledges that in the event a particular item or material or other specification is no longer available for any reason, then Evolution will use its best endeavors to replace that material with an alternate material of equal or better value, make and appearance and the Client will have no claim against Evolution of any kind in such circumstances.

6.3 Any quotation or estimate supplied by Evolution to the Client is valid for a period of 30 days from the date of that quotation or estimate. Should a period of 30 days' lapse then any quotation or estimate not approved may be subject to change.

6.4 No additional service is to be carried out by Evolution at any stage, in the absence of a written agreement as to the scope of the service to be supplied. This includes the handling of any goods, as well as the provision of equipment, or anything else not specifically stated as included in the price.

6.5 It is agreed and acknowledged that any quotation supplied by Evolution is subject to rise and fall and may be varied according to any changes in the pricing of any materials quoted.

6.6 All quotations, estimates and pricing are based on Evolution's visual inspection and the documentation and instructions supplied by the Client. If there is any error, omission or misrepresentation in the documents or instructions, or if they are in any way false, misleading, incomplete, inaccurate or otherwise, then Evolution reserves the right to vary the price quoted and/or accepted.

7. Variations

7.1 Any variation must be in writing and signed by both Parties.

7.2 Evolution is bound only to execute a variation which is within the general scope of the Services.

7.3 Upon receipt of a notice in writing from the Client notifying Evolution of a proposed variation, Evolution shall notify the Client within 5 days where it is reasonable to do so:

7.3.1 Whether the variation can be effected;
7.3.2 the effect which Evolution anticipates that the variation will have on its program and time for Practical Completion; and
7.3.3 an estimate of the cost of the proposed variation.

Variations for the Convenience of Evolution

7.4 If Evolution requests the Client to approve a variation for the convenience of Evolution, the Client may do so in writing.

7.5 Unless the Client otherwise directs in the notice approving the variation, then Evolution need not carry out the work the subject of the variation and will not be entitled to:

(a) an extension of time for Practical Completion; or

(b) extra payment in respect of the variation or anything arising out of the variation which would not have arisen had the variation not been approved.

7.6 Where the variation is required as part of the Services, then Evolution may inform the Client that it cannot proceed without the variation and provide details as to the nature and cause of the variation, when the variation requirement was known and the impact such variation will have on the cost of Services and delay in completion.

7.7 Where the variation is not approved, the Services are taken to be suspended until such time as the matter is resolved in accordance with the Dispute Resolution procedure in this Agreement.

7.8 Where Evolution is unable to proceed with the Services without the variation, or where the Services may be impacted in any way, Evolution is to notify the Client accordingly and it is expressly agreed and acknowledged, that should Evolution proceed with the Services notwithstanding its request for a variation was not approved, it will not be liable for any loss or damage as a result, howsoever arising and the Client will indemnify Evolution accordingly.

7.9 The Client shall reimburse Evolution for the reasonable costs of complying with the requirements of this Clause.

Directions not formally identified as variations

7.10 If Evolution considers that a direction by the Client is a direction requiring Evolution to carry out a variation, but the Client has not expressly identified it in writing as a direction, then within 5 days of the date the direction, Evolution shall notify the Client in writing that Evolution considers it to be a direction requiring Evolution to carry out a variation and the effect Evolution anticipates that the variation will have on:

(a) Evolution's Program;
(b) the Contract Sum;
(c) the Date for Practical Completion; and
(e) whether the variation would be inconsistent with any Legislative Requirement

7.11 Within 5 days of receiving Evolution's notice, the Client either withdraws the direction or confirms in writing that the direction is a direction to carry out a variation. In the absence of a response, the variation as outlined by Evolution is deemed to be accepted

8. Retention of Title in Goods

8.1 Evolution and the Client agree that ownership of the Goods shall not pass until:

(a) the Client has paid Evolution all amounts owing to Evolution; and
(b) the Client has met all of its other obligations to Evolution.

8.2 Receipt by Evolution of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

8.3 It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 8:

(a) the Client is only a bailee of the Goods and must return the Goods to Evolution on request.
(b) the Client holds the benefit of the Client's insurance of the Goods on trust for Evolution and must pay to Evolution the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Evolution and must pay or deliver the proceeds to Evolution on demand.
(d) the Client irrevocably authorises Evolution to enter any premises where Evolution believes the Goods are kept and recover possession of the Goods.
(e) Evolution may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

9. Personal Property Securities Act 2009 ("PPSA")/Security

9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

9.2 If Evolution determines that any document that forms part of the Agreement or any Security (including over material, equipment or otherwise) provided in connection with it contains or creates a security interest for the purposes of the PPSA, you agree to do anything (including obtaining consents, signing documents or supplying information) we ask and consider necessary to:

(a) ensure that a security interest created under or connected with this Agreement is enforceable, perfected and otherwise effective;
(b) enable us to apply for any registration or give any notification in connection with the security interest so that the security interest has the priority we require; or
(c) enable us to exercise our rights in connection with the security interest.

9.3 You agree that:

(a) we may complete any document on your behalf;
(b) everything you are required to do under this clause is at your expense, and you agree to pay or reimburse our reasonable costs in connection with anything you are required to do under this clause;
(c) you will not register any financing charge statement in respect of a security interest created under or in connection with this Agreement without our consent;
(d) we need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) and 132(4) of the PPSA;
(e) you may not exercise any rights under sections 142 and 143 of the PPSA;
(f) neither we nor any receiver (or receiver manager) appointed by us need give any notice required under the PPSA, unless it is required by the PPSA and cannot be excluded; and
(g) you will not disclose or permit any party to disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7) of the PPSA applies.

10. Scope of Liability

10.1 Evolution shall not be liable to the Client for:

(a) The acts, omissions, or defaults of other contractors or consultants engaged by the Client (including consultants or contractors engaged by Evolution as agent for the Client);
(b) Any changes, alterations or additions to the Services made by others without the express approval of Evolution;

(c) Any Services that are not performed in accordance with the Agreement, unless Evolution is notified in writing on the non-performance within 7 days and Evolution has confirmed in writing its acceptance of the non-performance in the provision of those Services;
(d) The accuracy of any quantity and cost estimates;
(e) Any loss of use, opportunity or production, loss of interest, earnings or profit, holding or financial costs; business interruption or any indirect or consequential losses howsoever arising;
(f) Any loss, damage or claim to the extent that such loss, damage or claim was caused or contributed to by the Client, or its employees, agents, consultants or contractors;
(g) Any Services carried out where a variation was requested, but not approved by the Client;
(h) Any inaccuracy in measurements of any kind;
(i) Any delays or consequential loss and damage arising from delays in shipments, availability of equipment or materials, or any other kind of loss and damage not directly caused by Evolution.

10.2 Evolution shall not be liable to any third party for any claim whatsoever arising out of or in connection with the Services, and the Client indemnifies Evolution accordingly.

10.3 To the fullest extent permitted by law, all warranties implied by statute or otherwise are excluded. In the event of a breach by Evolution of any implied warranties which cannot be contractually excluded, Evolution's liability to the Client for such breach shall be limited to the cost of supplying the Services again.

10.4 Evolution shall be deemed to have been discharged from all liability in respect of the Services, whether under contract, tort or otherwise (subject to any explicit guarantee provided which directly overrides this provision) at the expiration of six months from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Evolution in respect of the Services after that date.

10.5 Evolution will not be liable for any dissatisfaction of the Client. Evolution will perform the Services in accordance with relevant standards and applicable laws and in accordance with best practice. If the Client is of the view that Evolution's recommendations or Services are in breach of any law or standard, then it is the obligation of the Client to consult with a third party at its own expense to determine same objectively.

11. Copyright and Use of Documents

11.1 Copyright and the intellectual property in all drawings, reports, specifications, bills of quantities, calculations and other documents produced by Evolution in connection with the Services shall remain vested in Evolution.

11.2 Provided the Client pays Evolution in full for the Fee and, if applicable, the Reimbursable Expenses, the Client shall have a license to use the documents referred to in Clause 9.1 for the purpose of completing the Project.

11.3 Evolution may publish, either alone or in conjunction with others, articles, photographs and other illustrations relating to the Project.

12. Dispute Resolution

12.1 If a dispute arises out of or in connection with the Agreement, then either party may by notice in writing served on the other party require that such dispute be resolved in accordance with Clause 10.2.

12.2 Within 7 days after service of a notice under clause 10.1, senior representatives of each party must meet and use their best endeavors to resolve the dispute or agree on a process for resolving the dispute. If the dispute is not resolved or a process for resolving the dispute is not agreed to within 28 days of service of the notice referred to in Clause 10.1, then the dispute may be resolved through litigation.

13. Termination of Services

13.1 By notice in writing to the other party, either party may terminate this agreement if either party is in breach of the terms of this agreement and the breach has not been remedied within 14 days (or longer period as may be allowed by the non-breaching party) of the service by the non-breaching party on the breaching party of a notice requiring the breach to be remedied; or

13.2 Evolution may by notice in writing to the Client suspend the provision of the Services or terminate the Agreement if:

(a) the Client is in breach of any of the obligations in these Terms of Engagement; or

(b) the Client is in breach of any other obligations under the Agreement and the breach has not been remedied within 7 days (or such longer period as Evolution may allow) of the service by Evolution on the Client of a notice requiring the breach to be remedied; or

(c) Evolution serves on the Client a notice requiring that the Agreement be terminated on a date specified in the notice being not less than 60 days after the date of the notice; or

(d) The Client becomes insolvent/bankrupt or appears unable to pay its debts.

(e) If Evolution suspends the provision of the Services pursuant to the preceding clause, then Evolution may, in its sole discretion and at any time, either terminate the Agreement or recommence the Services by notice in writing to the Client.

13.3 All loss, damage, cost, expense or loss of profit incurred by Evolution as a result of suspension or termination under the preceding clauses shall be borne by the Client.

13.4 Termination shall be without prejudice to any claim that either party may have against the other in respect of any breach of the terms of the Agreement which occurred prior to the date of termination.

13.5 If the Agreement is terminated for any reason other than a breach of the Agreement by Evolution, then the Client shall pay Evolution for the Services carried out prior to the date of termination and all other costs and expenses incurred by Evolution as a result of the termination (including, without limitation, cancellation charges of external consultants).

14. General

14.1 Evolution and the Client each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrator, assigns and legal representatives of the other party in respect to all covenants and obligations of this Agreement.

14.2 Neither Evolution nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under the Agreement.

14.3 Nothing in clause 12.3 shall prevent Evolution from employing such persons or companies, as it may deem appropriate to assist it in the performance of the Services.

14.4 A notice purported to be served under this Agreement shall be deemed to have been properly served if the same is in writing and is sent to the usual business address of the recipient by mail, telegram, facsimile, email or telex message or personal delivery for which a receipt is obtained.

14.5 Unless expressly agreed in writing, the terms and conditions contained in any subsequent purchase orders from the Client shall not form part of the Agreement.

14.6 The Agreement shall be governed by the law of the State in which the majority of the Services are provided, or the law of New South Wales if the majority of the Services are performed outside Australia.

15. Definitions

14.1 Unless the context otherwise requires:

"**Agreement**" means the entire agreement between the Client and Evolution as evidenced by these Terms of Engagement and any documents expressly referred to within the Terms of Engagement.

"**Evolution**" means Evolution Window Systems Pty Ltd.

"**Evolution's Representative**" means the person at Item 1 of the Reference Schedule of these Terms of Engagement or such other person appointed by Evolution from time to time.

"**Client**" means the entity at Item 2 of the Reference Schedule of these Terms of Engagement but if that item is left blank, it means the entity or person that Evolution is to provide the Services to.

"**Client's Representative**" means the person at Item 3 of the Reference Schedule of these Terms of Engagement or such other person appointed by the Client from time to time.

"**Documentation**" means all relevant documentation, information, and particulars.

"**Fee**" means the amount at Item 4 of the Reference Schedule of these Terms of Engagement.

"Goods" means any and all materials purchased or procured by Evolution pursuant to, or incidental to the Services on behalf of the Client.

"**Project**" means the project at Item 5 of the Reference Schedule of these Terms of Engagement but if that item is left blank, it means the project in respect of which the Client has engaged Evolution to provide the Services.

"**Reimbursable Expenses**" means all costs and expenses (in addition to the Fee) that are incurred by Evolution in the performance of the Services.

"**Services**" means the services at Item 6 of the Reference Schedule of these Terms of Engagement, but if that item is left blank, it means the services as described by Evolution.

REFERENCE SCHEDULE

Item 1 Evolution's Representative	
Item 2 Client	
Item 3 Client's Representative	
Item 4 Fee	

TERMS AND CONDITIONS OF SALE

Evolution Window Systems Pty Ltd

ABN 34 009 904 161

Item 5 Project	
Item 6 Services	

DIRECTOR'S GUARANTEE AND INDEMNITY

1. Consideration

The Guarantor gives this guarantee and indemnity in consideration of INSERT agreeing to enter into this contract at the Guarantor's request.

2. Guarantee

The Guarantor irrevocably and unconditionally guarantees to INSERT that the Client will:

(a) pay, on time, all money that the Client is or may at any time be liable (actually, prospectively or contingently) to pay to INSERT under or in connection with the Contract (including in connection with non-compliance with the Client's obligations under the Contract) and includes money which the Client would be liable to pay but for its insolvency ("Guarantee Money"); and

(b) comply on time with the Client's obligations under this contract.

3. Payment under guarantee

If the Client does not:

(a) pay the Guaranteed Money; or

(b) comply with the Client's obligations under this contract,

on time, the Guarantor must on demand pay that money to INSERT or comply with those obligations or both, as the case may be, whether or not INSERT has demanded that the Client pay or comply.

4. Indemnity

As an additional obligation of the Guarantor which INSERT may enforce separately from this guarantee, the Guarantor irrevocably and unconditionally indemnifies INSERT against, and undertakes as principal debtor to pay INSERT on demand a sum equal to all liability, loss, penalties, costs, charges and expenses directly or indirectly arising from or incurred in connection with:

(a) the Client not paying the Guaranteed Money on time;

(b) the Client not complying on time with the Client's obligations under this contract; and

(c) INSERT not being able to recover all of the Guaranteed Money from the Client or enforce all of the Client's obligations under this contract for any reason,

whether or not INSERT or the Guarantor knew or should have known about a fact or circumstance that gives rise to a claim under this indemnity. It is not necessary for INSERT to incur expense or make a payment before enforcing this indemnity.

5. Extent of guarantee and indemnity

This guarantee and this indemnity are independent of and in addition to any other guarantee or security INSERT holds and are continuing and are not discharged by any one payment and may not be terminated by the Guarantor. They continue until INSERT unconditionally releases the Guarantor in writing or until all of the Guarantor's obligations under the guarantee and the indemnity are complied with.

6. Liabilities and rights not affected

The Guarantor's liabilities as a guarantor, indemnifier and principal debtor, and INSERT's rights, under this guarantee and indemnity are not affected by anything which might otherwise affect them including but not limited to:

(a) INSERT giving time or any other concession to the Client, the Guarantor or any other person;

(b) INSERT abandoning or transferring any right, compromising with or releasing the Client or any person named as Guarantor;

(i) INSERT's acquiescence, delay or mistake;

(ii) the variation, assignment, or termination of this contract;

(iii) a liquidator or a trustee in bankruptcy disclaiming this contract;

(iv) the Client, if a corporation, being wound up or dissolved;

(v) the Client, if an individual, being declared bankrupt or dying;

(vi) INSERT obtaining judgment against the Client or any person named as Guarantor for money secured under this guarantee and indemnity;

(vii) the obligations of a person named as Guarantor being partly or wholly unenforceable for any reason;
(viii) any person named as Guarantor not executing this guarantee and indemnity or not executing it correctly; and
(ix) the Guarantor being wholly or partly released from its obligations for any other reason.

7. Guarantor's rights waived

So far as it legally can, the Guarantor waives:

(a) any right it has of requiring INSERT to proceed against or enforce any right against the Client or any other person before claiming against the Guarantor under this guarantee and indemnity;
(b) any claim, right of set off or counterclaim or any defence which might reduce or discharge the Guarantor's liability under this guarantee and indemnity; and
(c) any legal or equitable rights it has that are inconsistent with its obligations under this guarantee and indemnity.

8. Guarantor's rights suspended

Until INSERT:

(a) has received all the Guaranteed Money;
(b) is satisfied that it will not have to repay any of it; and
(c) is satisfied that all the Client's obligations under this contract have been complied with,

the Guarantor must not:

(d) claim for any reason to have a right to the benefit of any guarantee or other security INSERT holds in connection with this contract;
(e) make a claim or enforce a right against the Client or its property; or
(f) prove or claim or exercise voting rights if a liquidator, provisional liquidator, administrator or trustee in bankruptcy is appointed in respect of the Client.

9. Reinstatement of guarantee

If any payment or other transaction in connection with this contract or this guarantee and indemnity is void, voidable, unenforceable or defective or is claimed to be so and that claim is upheld or settled then:

(a) the liability of the Guarantor is to be what it would have been if the payment or other transaction had not been made; and
(b) immediately INSERT requests it, the Guarantor must do everything necessary to put INSERT back into the position it would have been if the payment or other transaction had not been made.

10. Power of attorney

(a) The Guarantor for valuable consideration irrevocably appoints INSERT its attorney to:
  (i) demand, sue for, recover and enforce all debts and liabilities owed by the Client to the Guarantor and any security the Guarantor holds over the Client's assets ("Guarantor Assets");
  (ii) prove on behalf of the Guarantor for the Guarantor Assets if the Client is insolvent, liquidated or has an administrator appointed to it; and
  (iii) exercise the Guarantor's rights in connection with and deal with the Guarantor Assets in the Guarantor's name as if INSERT were the Guarantor.
(b) INSERT may delegate its powers under this clause and revoke a delegation. The Guarantor must ratify everything INSERT or its delegate does under this clause.

11. Costs

The Guarantor must pay INSERT on demand for:

(a) INSERT's costs, charges and expenses (including but not limited to legal costs, charges and expenses on a full indemnity basis whether incurred by or awarded against INSERT) in connection with this guarantee and indemnity including but not limited to its enforcement; and
(b) all taxes, duties, imposts and charges in connection with this guarantee and indemnity or any transaction contemplated by it.

12. Interest

The Guarantor must pay interest on any amount payable by it under this guarantee and indemnity, which it does not pay on time on demand or at times INSERT specifies, from when the amount becomes due until it is paid. Interest is calculated on daily balances at the rate of 10% per annum and is capitalised on the last day of each month if unpaid.

13. INSERT's certificate

A certificate from INSERT stating that an amount is owing or an event has occurred is taken to be correct unless the contrary is proved.

Guarantor means:

(a)	**of**	**NSW**
(b)	**of**	**NSW**

EXECUTED as a Deed.

Signed sealed and delivered by …… (the **Guarantor)** in the presence of:

……

Signature of witness

……

Name of witness (BLOCK LETTERS)

……

Address of witness

Signed sealed and delivered by …… (the **Guarantor)** in the presence of:

……

Signature of witness

……

Name of witness (BLOCK LETTERS)

……

Address of witness