



Director's Deed of Guarantee

We, the directors of _____ ACN _____ (“the Customer”), in consideration of Care Quip Pty Ltd ABN 53 646 772 956, ACN 646 772 956 (“Care Quip”) agreeing to provide credit to the Customer, jointly and severally agree, as witnessed by our execution of this Guarantee:

1. to guarantee the payment of all debts now due or to become due by the Customer to Care Quip and indemnify Care Quip for any losses arising as a result of the Customer failing to pay debts due to Care Quip;
2. that this guarantee and indemnity is a continuing obligation on our part and is not affected by the giving of any time or other indulgence to the Customer by Care Quip;
3. that each of us is jointly and severally liable as amongst ourselves and with the Customer for all amounts owed by the Customer to Care Quip and Care Quip is at liberty to act as though any one of us was the principal debtor and we hereby waive all and any of our rights as surety which may at any time be inconsistent with any of these provisions;
4. that if the Customer goes into liquidation or bankruptcy then we agree not to prove in such liquidation or bankruptcy until all debts to Care Quip together with all other amounts owing to Care Quip by the Customer and the legal costs of Care Quip on a solicitor and client basis have been paid;
5. that this guarantee is revocable at any time as to future transactions by the service of written notice on Care Quip at Care Quip’s place of business and we agree that we remain liable for all debts of the Customer to Care Quip up to and including the transaction immediately prior to the service of the notice;
6. that the guarantors have recognised their right to seek independent legal and financial advice on the documents prior to signing, and that Care Quip is under no obligation to provide the guarantors with legal and financial advice as to the consequences and effect of these documents, nor to explain these documents to the guarantors.
7. that otherwise this guarantee continues notwithstanding:
 - (a) a change in the constitution of the partnership or company notwithstanding Section 18 of the Partnership Act or any other enactment;
 - (b) the Customer’s business is assigned or in any way transferred to a different party;
 - (c) a summons or application is filed for the winding-up of the Customer or a resolution is passed for the winding-up of the Customer, whether provisionally or otherwise; or
 - (d) where a judgment is granted against the Customer and that judgment remains unsatisfied or unappealed for a period of fourteen (14) days after the date of such judgment.
8. that this guarantee is enforceable against all of the guarantors who have executed the guarantee, notwithstanding that all the named guarantors may not have executed the guarantee.

Signed as a Deed by

In the presence of: Name of Witness (print)

Signature of Witness

Signed as a Deed by

In the presence of: Name of Witness (print)

Signature of Witness

Signed as a Deed by

In the presence of: Name of Witness (print)

Signature of Witness